

36085

## VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made this 10th day of September, 2002, by and between Circle 1 Productions, Inc., t/a Black Cat ("Applicant") AND Andrew King, Allen Rotz, and Edward Szrom ("Named Residents") appointed by residents of S, Swamp and T Streets.

### WITNESSETH

WHEREAS, Applicant has applied for an expansion of retailer license Class CN from 352 to 999 for premises at 1811 14<sup>th</sup> Street, NW, Washington, DC, Application No. 36085,

WHEREAS, the Applicant and the Named Residents have agreed to enter into this Agreement and to request that the Alcohol Beverage Control Board approve Applicant's license expansion application, and incorporate the Agreement into the license. The Named Residents support for this application is conditioned upon the Applicant's compliance with the terms of this Agreement

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of Business. Applicant operates as a nightclub and restaurant.
3. Noise and Privacy. Applicant will comply with ABRA regulations relating to noise.
4. Public Space and Trash.
  - a. Applicant agrees that, if regulations allow, recyclable materials will not be deposited into an outside dumpster or other exterior holding facilities between the hours of 11:00 p.m. and 8:30 a.m., but held inside until the opening of business the following day.
  - b. Applicant shall request in writing that its trash and recycling contractors pick up trash and materials after 9:00 a.m.
  - c. Applicant will inspect the sidewalk within 75 feet of Applicant's front door once daily, within two hours of closing, for refuse and other materials and maintain a clean presence in this area. Applicant will maintain a clean presence around its dumpster, the rear parking lot and other adjacent property owned by the Applicant.
  - d. Applicant will weekly remove illegal posters, stickers, flyers and other promotional material from light poles, traffic signs and other public objects along the sidewalk within 75 feet of Applicant's front door.
  - e. Applicant will continue its "no flyers on public space" policy, and will notify bands that are in violation of this policy.
  - f. If regulations allow, Applicant will install a trash container in front of the premises during hours of operation.
  - g. Applicant will not install exterior public pay telephones.
5. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of the establishment during the hours of operation and as they depart at closing.

Post-It Fax Note	7671	Date 9/10/02	# of pages 4
To LARCA BIRD	From DAVE FOX	Cc. BLACK CAT	
Co-Dep. NBC	Phone # 442-4354	Phone # 667-4490	
Fax # 442-9563		Fax # 667-4527	

- a. Applicant shall post a conspicuous sign at its exit advising patrons of the residential neighborhood and the necessity of quiet departure.
- b. Applicant will take necessary steps to effectively minimize long lines of patrons outside the establishment.
6. Parking.
  - a. Applicant agrees to include on its website and in all major advertisements text noting the proximity to the U Street/ Cardozo Metro station.
  - b. Applicant agrees to include on its website information on the location of nearby parking facilities.
  - c. Applicant agrees to conspicuously post signs at its exit advising patrons of Metro proximity and nearby parking.
  - d. Named Residents agree not to oppose any efforts to open the existing Department of Parks and Recreation parking lot, located on the 1300 block of S Street, for public parking.
7. Security. Applicant shall make reasonable efforts to control unruly behavior by its patrons, whether on or in the public area immediately adjacent to its premises.
8. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to any Named Resident, law enforcement officers, Alcohol Beverage Regulatory Administration inspectors or other officials immediately upon request.
9. Hours of Operation. Applicant agrees that, unless Applicant applies for a substantial change in the hours of operation, the hours of operation will not extend past the following closing times:  
Sunday/Thursday 2:00 a.m.  
Friday/Saturday 3:00 a.m.  
New Year's Eve 4:00 a.m.  
Applicant will notify Named Residents in advance of any substantial change in the hours of operation.
10. Occupancy. The Application under consideration limits occupancy of the establishment to 999. Applicant shall provide notice to the Named Residents of any change in occupancy.
11. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is strongly encouraged to send a representative to community meeting such as ANCIIB, ANCIIF, ANCIID and the Cardozo-Shaw Neighborhood Association. Named Residents are strongly encouraged to notify Applicant when they have knowledge that topics relevant to the Applicant's business will be discussed at such meetings.
12. License Ownership.
  - a. Applicant agrees to abide by all ABC regulations regarding ownership of the license.
  - b. Applicant agrees to specifically notify any prospective transferee or assignee of the existence of this Agreement and to provide them with a copy.
13. Binding Effect. This Agreement shall be binding upon and enforceable by the Named Residents, the Applicant, and the successors and assigns of the Applicant.

14. Objections and Complaints. A Named Resident shall not submit any objection or complaint to the ABC Board regarding the Applicant, based on this Agreement, unless the Named Resident first notifies the Applicant of the substance of his complaint and gives Applicant the opportunity to cure, through the procedures in paragraph 17. A Named Resident shall not submit any objection or complaint to any agency regarding the Applicant, for any other reason, unless the Named Resident first notifies the Applicant of the substance of his complaint and gives Applicant the opportunity to cure within 5 days of such notice. This paragraph shall not apply in situations involving imminent danger or other emergency conditions.
15. Dishonesty. Named Residents verify and confirm that they have never engaged in any behavior that would constitute a felony crime involving dishonesty, such as bribery, blackmail, fraud, or embezzlement. If a Named Resident engages in such behavior, he shall no longer be party to the Agreement. If a Named Resident engages in such behavior that involves an ABC-licensed establishment, this Agreement is null and void. If a Named Resident is convicted of such a crime he or she shall notify all parties to this agreement.
16. Residency. A Named Resident who moves outside of a 600-foot radius of the Applicant's premises shall lose his or her status as a party to this Agreement.
17. Notices and Enforcement. In the event of a violation of the provisions of this Agreement, the alleged violator shall be notified in writing by the party to this Agreement alleging such violation and given the opportunity to cure such violation within thirty (30) days thereafter before action against the alleged violator on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant that has not been corrected after such thirty days' notice shall constitute cause for seeking a Show Cause Order from the ABC Board. If the Applicant is found to be in violation of the Agreement the ABC Board shall determine an appropriate remedy consistent with ABRA law. If any of the Named Residents are found by the ABC Board to be in violation of Paragraphs 6c, 14, or 15 of this Agreement, the Agreement shall no longer constitute part of the Applicant's license. This Agreement is enforceable only through the regulations and procedures of the ABC Board. The Agreement shall not be enforceable by any other means (such as a lawsuit), or by any other person (such as a police officer). Applicant shall provide notice to Named Residents of the renewal date of the license at least 30 days in advance of the renewal hearing date. Named Residents shall notify Applicant within 15 days if they intend to object to Applicant's license renewal. Applicant and Named Residents retain the right to renew this Voluntary Agreement without the Named Residents needing to file objection. Any notices required to be made under this agreement shall be made in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the Residents. Notice is to be given to all of the following:

**For the Residents:**

**Primary Contact:**

Andrew King  
1304 T Street, NW  
Washington, DC 20009  
202 518 4131  
kingofdc@prodigy.net

Andrew King 9/10/02

**Secondary contacts:**

Allen Rolz  
1430 S Street, NW  
Washington, DC 20009  
202 265 2341  
allen@cktechwriting.com

Allen Rolz 9/10/02

Edward Szrom  
1437 Swamp Street, NW  
Washington, DC 20009  
202 667 4108  
exsz@aol.com

Edward Szrom 9/10/02

**For the Applicants**

Dante Ferraro, President  
For Circle 1 Productions, Inc.  
T/A Black Cat  
1811 14th Street, NW  
Washington, DC 20009  
202 667 4490 or 202 667 4527  
blackcat@bunnone.com

Dante Ferraro 9/10/02

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

Circle I Production, Inc.  
t/a Black Cat

Application for a Substantial Change  
Retailer's License Class CN  
at premises  
1811 14<sup>th</sup> Street, N.W.  
Washington, D.C. 20009

Application No.: 36085-02/110P  
Order No.: 2003-006

Allen Rotz, on behalf of Kirk Palmatter, Denise L. Johnson, Larry Sturgen, Ilene R. Zeitzer, Tarpley Long, Sonya Doctorian, Quentin Rankin, P.D. Klein, Elwyn Ferris, Ramon Estrada, Karen Lombardi, Rodney Jackson, Margaret R. McLeod; Edward M. Szrom, on behalf of Derek Kuhl, Tobyn Anderson, Barry M. Selinger, Charles R. Gaynor, John Cronley, Kenneth C. Hines, Terry A. Kain; and Andrew King on behalf of Greg Link, Henry Louie, Michael Mercer, John Shipp, L. Owen Taggart, Robert Payn, Stephen Kelleher, Joseph Kelly, Terrance N. Horner, Charles Goldfarb, William Clayton Batchelor, Louis Patierno, Keith Green, Jim Gray, Bo Hong, Protestants

Dante Ferrando, on behalf of the Applicant

**BEFORE:** Roderic L. Woodson, Esquire, Chairperson  
Vera M. Abbott, Member  
Ellen Oppen-Weiner, Esquire, Member  
Audrey E. Thompson, Member  
Judy A. Moy, Member  
Charles A. Burger, Member  
Laurie Collins, Member

**ORDER ON WITHDRAWN PROTEST  
AND VOLUNTARY AGREEMENT**

The application, having been protested pursuant to D.C. Official Code § 25-601 (2001 ed.), came before the Board for a roll call hearing on July 10, 2002. Allen Rotz, Kirk Palmatter, Denise L. Johnson, Larry Sturgen, Ilene R. Zeitzer, Tarpley Long, Sonya Doctorian, Quentin Rankin, P.D. Klein, Elwyn Ferris, Ramon Estrada, Karen Lombardi, Rodney Jackson, Margaret R. McLeod, Edward M. Szrom, Derek Kuhl, Tobyn Anderson, Barry M. Selinger, Charles R. Gaynor, John Cronley, Kenneth C. Hines,

**Circle I Production, Inc.**

**t/a Black Cat**

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Terry A. Kain; Andrew King of Greg Link, Henry, Louie, Michael Mercer, John Shipp, L. Owen Taggart, Robert Payn, Stephen Kelleher, Joseph Kelly, Terrance N. Horner, Charles Goldfarb, William Clayton Batchelor, Louis Patierno, Keith Green, Jim Gray, Bo Hong, filed timely opposition.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated September 9, 2002, the Protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 22 day of January 2003, **ORDERED** that:

1. The opposition of Allen Rotz, Kirk Palmatter, Denise L. Johnson, Larry Sturgen, Ilene R. Zeitzer, Tarpley Long, Sonya Doctorian, Quentin Rankin, P.D. Klein, Elwyn Ferris, Ramon Estrada, Karen Lombardi, Rodney Jackson, Margaret R. McLeod, Edward M. Szrom, Derek Kuhl, Tobyn Anderson, Barry M. Selinger, Charles R. Gaynor, John Cronley, Kenneth C. Hines, Terry A. Kain, Andrew King, Greg Link, Henry Louie, Michael Mercer, John Shipp, L. Owen Taggart, Robert Payn, Stephen Kelleher, Joseph Kelly, Terrance N. Horner, Charles Goldfarb, William Clayton Batchelor, Louis Patierno, Keith Green, Jim Gray, Bo Hong be and is hereby **WITHDRAWN**;

2. The application for a substantial change in operation to expand from 352 to 999 persons the occupancy of the Class "CN" license held by Circle I Production, Inc. t/a Black Cat located at 1811 14<sup>th</sup> Street, N.W., Washington, D.C. be and the same is hereby **GRANTED**;

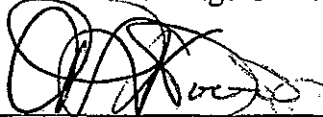
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order except as stated below;

4. Paragraph "15" and all references to Paragraph "15" of the above-referenced agreement between the parties are hereby **DELETED**, as the Board deems the provision void as a matter of public policy. Said provision states, "Named Residents verify and confirm that they have never engaged in any behavior that would constitute a felony crime involving dishonesty, such as bribery, blackmail, fraud, or embezzlement. If named Resident engages in such behavior, he shall no longer be party to the Agreement. If a Named resident engages in such behavior that involves an ABC-licensed establishment, this agreement is null and void. If a Named resident is convicted of such a crime he or she shall notify all parties to this agreement."

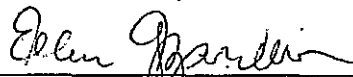
Circle I Production, Inc.  
t/a Black Cat  
Page three

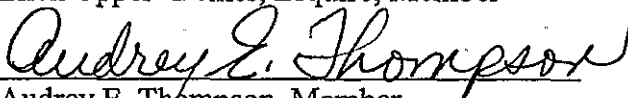
5. Copies of this Order shall be sent to the Protestants and to the Applicant.

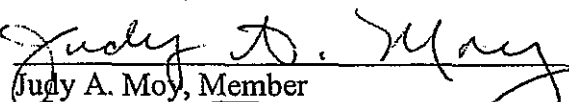
District of Columbia  
Alcoholic Beverage Control Board

  
Roderic L. Woodson, Esquire, Chairperson

  
Vera M. Abbott, Member

  
Ellen Oppenheimer, Esquire, Member

  
Audrey E. Thompson, Member

  
Judy A. Moy, Member

  
Charles A. Burger, Member

  
Laurie Collins, Member

App No 36085

AGREEMENT

Made this 16 day of November, 1998, by and between 1811 14th Street, Inc. ("the Applicant") and G. Ronald Renchard ("the Protestant").

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control (ABC) Board is the Applicant's application for a Class "CR" license for premises 1811 14th Street, N.W., ABC Application # 36085; and

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the Applicant's operational plans;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. Applicant will make its best efforts to minimize noise from operation of the establishment, and will meet all the requirements defined in the ABC noise regulations (23 DCMR §905). Applicant will provide Protestant with a copy of a report prepared by an acoustical engineer discussing the measures necessary to minimize noise levels emanating from the premises. Applicant will include said engineer's recommendations in the operation of the establishment.

2. Applicant will provide validated parking in a commercial lot in close proximity to the premises. Initially, applicant will utilize spaces located at 1914 14th Street, N.W. Applicant will endeavor to secure further locations as need arises.

3. Applicant will not permit use of the rear exit/entrance door by patrons, except for emergencies, but the rear door may be used by employees. At all times the rear



exit/entrance door will be supervised during business uses, such as trash disposal, delivery of goods and services, and employee entrances and departures from work. The rear exit/entrance area will not be used for employee work breaks

4. In consideration of, and in reliance upon, the commitments reflected in paragraphs 1 through 3 above, the Protestant withdraws, hereby, his objection to Applicant's pending license application, conditioned upon incorporation of the terms of this Agreement in the Board's order approving said application, as provided at 23 DCMR §1513.3

5. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the Protestant to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR § 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above-written.

1811 14th STREET, INC.

By

  
Nasser Zolfaghari  
President

  
G. RONALD RENCHARD